



Wire Wings PVT LTD

Dear Shivangi Kumari,

Further to our discussion with you, we are pleased to invite you to work with us as FULL STACK DEVELOPER in our organization on the mutually agreed compensation with effect from **8th April 2024**.

- 1- That you will be paid a salary of **17,000/- (Rs Seventeen Thousand only)**
- 2- That you will be a whole-time employee of the company and will not engage yourself directly or indirectly, in any other work.

This offer and employment are subject to successful verification of your documents and employment record any time before and after your joining.
We look forward to having you as part of our team!

From Wire Wings Pvt. Ltd

Abhilekh Singh

Director

TERMS OF EMPLOYMENT

1. PROBATION

A. This arrangement will be under review for an initial probation period of Six (6) months. During this period, your performance will be under review and based on your performance, a decision will be made with respect to continuing your services under this Agreement for the aforesaid position.

During this period, your services can be terminated by the Company without notice and without citing any reason, if your work is found unsatisfactory or there is any negligence, misconduct or unauthorized absenteeism on your part or non-performance. However, you would be liable to give one month's notice before terminating this Agreement during the Probation Period.

B. Upon confirmation under Clause 1(A) above, you will become a permanent employee of the Company and continue to be subject to its discipline, instructions, guidelines and rules as prescribed by the Company from time to time.

2. TERMINATION AND SEPARATION

A. Your services under this arrangement, after the Probation Period, will be terminated:

- i. If either party gives the other party a written notice of termination, for 1 (one) month, in advance, in the manner prescribed herein; or
- ii. By the Company by giving a notice of immediate termination without cause with payment of remuneration in lieu of notice; or
- iii. In the event you make yourself absent from your duties without prior permission and authorization (including when you overstay the period of your sanctioned leave) for a continuous period of Five (5) days or more and do not return within this period and do not show sufficient cause for your absence to the satisfaction of the management, then you will be deemed to have lost lien on your employment which will amount to abandonment of your services on your own accord; or
- iv. By the Company forthwith and with immediate effect, without any notice or salary in lieu of notice or any other benefits that might have accrued to you, if you shall be guilty of: material breach of this Agreement, any gross default or misconduct on behalf of non-

observance of any of the stipulations herein set forth; corrupt practices; violating any intellectual property rights; disclosing of the confidential information of the Company; harassing Company's employees, vendors or customers; undergoing trial, imprisonment or are convicted of a criminal offence; violating any of the non-disclosure, non-compete obligation and non-solicitation obligations; engage in insubordination; moral turpitude; conflict of interest; or When any information or documents or particulars as given by you, in the application submitted by you for the appointment or otherwise is found to be false or incorrect at any stage, in case of not meeting the KRAs/performance standards ; or

v. Upon retirement from the service of the establishment/Company after attaining the age of 60 years, unless the management, in its sole discretion, permits you to continue thereafter.

For this purpose, your date of birth will be the same as provided by you in the Date of Birth proof submitted at the time of joining.

vi. In the event of your death or insanity or if you become medically unfit (as per the opinion of the management) during the term of your employment.

B. Upon termination of your employment, you shall forthwith:

i. Provide details of your future employer (if you have received and accepted any such offer letter) and disclose any possibility of conflict of interest.

ii. Sign all documents and perform all such acts as may be required by the Company in order to assign and transfer to the Company any asset, property or other rights in your position or under your control belonging to the Company.

iii. Deliver or assign to the Company, any property / assets, moveable or immovable, are provided to you by the Company during your employment with us, it is specifically agreed by you that all of these will be promptly returned / deposited with the company prior to full & final settlement of your accounts. In the event, you refuse to return such property / assets of the company, for any reason whatsoever, it will be treated as misconduct and violation of the terms of your employment and all benefits to you such as gratuity, bonus, leave encashment, salary dues etc. will be forfeited. Further, without prejudice to the legal rights of the Company to recover such property / assets, you shall also be liable for payment of such damages as assessed by the Company for the unauthorized use / occupation of such property / assets.

iv. If termination occurs prior to the completion of your duties, co-operate fully with the Company to ensure smooth and complete transitions to another Company advisor, employee or associate as directed in writing by the Company.

C. Upon termination of your employment in accordance with the terms of Agreement, the Company shall forthwith pay to you all arrears of your remuneration up to and including the intended termination date after necessary deductions and adjustment, which, you shall accept in full discharge of all claims whatsoever. You will not be entitled to any incentive or bonuses after separation. To claim such benefits, you should be a bona fide employee of company at the time of disbursement of incentives, bonuses.

D. At the time of leaving the job you are not allowed to take with you any data, data backup, information, client's/fabricator's/vender's phone numbers/addresses/emails/ agreements etc. If the same is done then it will constitute to Criminal Breach of Trust and be deemed as Criminal Conspiracy against the Company and we shall initiate appropriate legal proceedings including Civil and Criminal proceedings against you, which needless to say shall be at your own cost and peril.

E. You agree that in the event of your leaving the Company and you are not completing the agreed notice period for any reason whatsoever, you shall be liable to pay to the Company compensation/damages and/or reimburse all costs and expenses incurred in or connected with your employment as calculated and described in the following manner:

- (i) One [1] months' salary in lieu of not serving the notice period.
- (ii) Any amounts spent by the Company towards reimbursement of committed training costs and expenses incurred by the Company on your training
- (iii) Loss incurred by the company due to unethical practice
- (iv) Any damage or loss of company assets
- (v) Any joining bonus, relocation expenses incurred by company
- (vi) Any over charged communication/telephone bills
- (vii) Visa and flight cost incurred by company
- (viii) Any amounts spent by the Company towards the cost of recruitment.
- (ix) Any amount of loss that the Company would have to reasonably incur due to your resignation which would include cost of re-recruitment, advertising, travel, loss of man hours, etc.

In case you do not serve the required notice period (unless waived off by your reporting manager), you will not be entitled for:

- (i) Pending salary, profit share, incentive, reimbursements, business expense, variable salary & claims of travel and mobile; and
- (ii) Relieving letter; and
- (iii) Full and final settlement letter; and
- (iv) No dues certificate; and

You and Company agree that the categories as described in this Clause 2(E) and as reasonably established are a genuine, fair, reasonable estimate of the damages or loss and expenses that would accrue to the Company or have been expended by the Company in respect to your engagement with the Company.

I have read understood, and agree to all of the above and hereby accept the offer of employment on the above terms and conditions. I understand that my employment is contingent upon execution of the Non-competition, Confidentiality and Non-Solicitation Agreement and the Agreement to Review and Comply with company's Human Resources Policies.

I hereby authorize the company and any vendor assigned by the company to verify and background check the disclosures submitted by me.

Name & Signature

Date: